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## SECTION B -- SUPPLIES OR SERVICES AND PRICES

## B.1 SCHEDULE OF ITEMS AND PRICES - LABOR HOUR

**PLEASE COMPLETE PRICE TABLES FOR PROPOSAL SUBMISSION**

**The USPTO anticipates two persons for Data Quality and four persons for Record Management, with a Program Manager and Technical Writer supporting both areas.**

**BASE YEAR**

<b><u>LABOR CATEGORY</u></b>	<b><u>TOTAL HOURS</u></b>	<b><u>PRICE PER HOUR</u></b>	<b><u>EXTENDED PRICE</u></b>
Technical Program/Project Manager	500 staff hours		
Senior Data Quality Management Specialist	2000 staff hours		
Junior Data Quality Management Specialist	2000 staff hours		
Two Senior Records Management Specialists	4000 staff hours		
Two Junior Records Management Specialists	4000 staff hours		
Technical Writer/Editor	1000 staff hours		
<b><u>TOTAL</u></b>	13,500 staff hours		

**OPTION YEAR 1**

<b><u>LABOR CATEGORY</u></b>	<b><u>TOTAL HOURS</u></b>	<b><u>PRICE PER HOUR</u></b>	<b><u>EXTENDED PRICE</u></b>
Technical Program/Project Manager	500 staff hours		
Senior Data Quality Management Specialist	2000 staff hours		
Junior Data Quality Management Specialist	2000 staff hours		
Two Senior Records Management Specialists	4000 staff hours		
Two Junior Records Management Specialists	4000 staff hours		
Technical Writer/Editor	1000 staff hours		
<b><u>TOTAL</u></b>	13,500 staff hours		

**OPTION YEAR 2**

<b><u>LABOR CATEGORY</u></b>	<b><u>TOTAL HOURS</u></b>	<b><u>PRICE PER HOUR</u></b>	<b><u>EXTENDED PRICE</u></b>
Technical Program/Project Manager	500 staff hours		

Senior Data Quality Management Specialist	2000 staff hours		
Junior Data Quality Management Specialist	2000 staff hours		
Two Senior Records Management Specialists	4000 staff hours		
Two Junior Records Management Specialists	4000 staff hours		
Technical Writer/Editor	1000 staff hours		
<b><u>TOTAL</u></b>	13,500 staff hours		

**OPTION YEAR 3**

<b><u>LABOR CATEGORY</u></b>	<b><u>TOTAL HOURS</u></b>	<b><u>PRICE PER HOUR</u></b>	<b><u>EXTENDED PRICE</u></b>
Technical Program/Project Manager	500 staff hours		
Senior Data Quality Management Specialist	2000 staff hours		
Junior Data Quality Management Specialist	2000 staff hours		
Two Senior Records Management Specialists	4000 staff hours		
Two Junior Records Management Specialists	4000 staff hours		
Technical Writer/Editor	1000 staff hours		
<b><u>TOTAL</u></b>	13,500 staff hours		

**OPTION YEAR 4**

<b><u>LABOR CATEGORY</u></b>	<b><u>TOTAL HOURS</u></b>	<b><u>PRICE PER HOUR</u></b>	<b><u>EXTENDED PRICE</u></b>
Technical Program/Project Manager	500 staff hours		
Senior Data Quality Management Specialist	2000 staff hours		
Junior Data Quality Management Specialist	2000 staff hours		
Two Senior Records Management Specialists	4000 staff hours		
Two Junior Records Management Specialists	4000 staff hours		
Technical Writer/Editor	1000 staff hours		
<b><u>TOTAL</u></b>	13,500 staff hours		

**SUMMARY ALL YEARS**

<b><u>LABOR CATEGORY</u></b>	<b><u>TOTAL HOURS</u></b>		<b><u>EXTENDED PRICE</u></b>
Technical Program/Project Manager	2,500 staff hours		
Senior Data Quality Management Specialist	10,000 staff hours		
Junior Data Quality Management Specialist	10,000 staff hours		
Two Senior Records Management Specialists	20,000 staff hours		
Two Junior Records Management Specialists	20,000 staff hours		
Technical Writer/Editor	5,000 staff hours		
<b><u>TOTAL</u></b>	67,500 staff hours		

The ceiling price for this contract is \$\_\_\_\_\_.

**B.2 BURDENED RATES**

The prices set forth in Section B.1 shall be inclusive of all labor and material costs, burdens, any other direct costs, and profit.

## **SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **C.1 STATEMENT OF WORK/SPECIFICATIONS**

The contractor shall furnish the necessary personnel, material, equipment, cell phones, pagers, services, and facilities (except as otherwise specified), in performance of the following Statement of Work/Specifications.

#### **C.1.1 BACKGROUND**

USPTO-wide data quality management of its automated systems' activities is aimed at providing clear, concise, consistent and unambiguous business data throughout the USPTO and in applications shared throughout the worldwide intellectual property community. The program addresses such data requirements as accuracy, and improves management decision making through more accurate data.

Records management is a USPTO-wide function that ensures compliance with federal laws and regulations and helps business areas operate more efficiently through the use of optimum records management practices. Effective controls are created over the maintenance and use of automated and paper records that are used to conduct current business Standards. Procedures and techniques are introduced and instituted to improve the management of records; to promote the maintenance and security of records that must be preserved; and to facilitate records disposition and access.

The USPTO is operating under a Congressional mandate to implement state-of-the-art computer data and information retrieval systems in support of virtually all aspects of its operations.

#### **C.1.2 PURPOSE**

The role of the Data Quality Management and Records Management contractor shall be to support the USPTO in its agency-wide records management function in order to comply with the Congressional mandate as an independent and objective source.

### **C.2 SCOPE OF CONTRACT**

The contractor shall perform independent enhancement of existing automated information systems (AIS) by designing and implementing changes to the data systems infrastructure, to support data quality and records management initiatives, that will provide support to the patent and trademark application processing and examination functions, USPTO management and administrative systems, and dissemination of patent and trademark information to the public through the year 2003 and beyond. This is done through assessment review of the current AISs' data bases, generating reports that show the data anomalies, and correcting data errors based on user's approval.

The contractor shall perform administrative and technical support for records management and information collection activities. They shall manage federal information resources.

Subsections C.3.1 discuss Data Quality Management and 3.2 the Records Management areas in more details.

#### **C.2.1 ORDERING**

The USPTO's Contracting Officer will order services by the unilateral issuance of a written task order for each specific task to be performed by the Contractor. Section B of the contract details the ordering procedures.

### **C.3 SCOPE OF WORK TO BE PERFORMED UNDER THE CONTRACT**

#### **C.3.1 DATA QUALITY MANAGEMENT**

##### **BACKGROUND**

The USPTO has established a data quality guidelines document on how to measure accuracy and completeness in the data bases (Attachment 1). The Contractor shall be required to perform data quality in accordance with these guidelines. The data quality is a component of the USPTO's strong data management program. Additional components of the data management program include enterprise data architecture, which is comprised of enterprise data modeling, data element standardization, and enterprise information repository, data stewardship, and SGML/XML Resources Repository.

The data quality program has been applied OCIO-wide since March 1996. Its purpose is to measure the USPTO's ability to convert data into mission-critical information and correct any problems, such as compliance to business rules that govern data. The data quality program strives to enforce a data quality management process that systematically conducts audits, sets up monitoring systems and certifies business critical data. The USPTO anticipates that implementing the data quality activities will lower the costs of automated support to the USPTO community and streamline the exchange of technical and management information.

The data quality program was launched in 1996 as a pilot. The data quality management staff, working with data users and creators, conducted assessments and cleanup of data in existing Automated Information Systems, targeting Patent Application Location and Monitoring System Replacement and Trademark Reporting and Monitoring System Replacement and data conversion efforts. After defining lessons learned from the assessments of these automated systems, the USPTO expanded activities of the data quality program to cleanup customer address data, implement Data Quality Management guidelines – Attachment 7, and use data quality analysis tools USPTO-wide.

The data quality management staff conducted assessments and clean up of data in existing Automated Information Systems over the last several years. The new automated information systems that USPTO designed with proven high quality data receive better feedback from users when the system is delivered. Delivering and maintaining quality data support major USPTO goals. These goals are defined and approved in the USPTO Data Management Policy of data sharing, interoperability, and reuse.

### **C.3.1.1 SCOPE OF WORK – DATA QUALITY MANAGEMENT**

The systems for Data Quality Management, covered under this contract currently utilize Oracle. The contractor must be knowledgeable about various database management systems (DBMSs), especially: Oracle 7 through Oracle 9.n, Access, Microsoft SQL, SQL\*NET, DB2. Also, knowledge of using ODBC driver to connect to external databases from both the Quality Manager and dfPower Studio tools.

The contractor is required to provide data quality management support by performing the following activities. Activities will include but are not limited to:

- performing data quality assessments for databases in legacy and development Patent, Trademark, Dissemination, and Corporate automated information systems;
- establishing and refining data quality assessment techniques;
- performing data cleansing in Patent, Trademark, Dissemination, and Corporate data bases;
- verifying data transformation;
- ensuring data conforms to business rules that is processed in the aforementioned systems; and
- database certification with the OCIO development teams and business users.

The contractor shall 1) assess USPTO data in the Patent, Trademark, Dissemination, and Corporate automated information systems using data quality tools such as Ascential Software's Quality Manager and DataFlux's dfPower Studio; 2) provide data quality tool training; and 3) perform data quality management strategic planning.

The contractor shall perform all data analysis in accordance with USPTO Life Cycle Management (LCM) policies – Attachment 10, security policies, Information Technology policies and procedures, data quality management standards and guidelines including, but not limited to:

- a) Data Management Technical Standard and Guideline (TSG) – Attachment 9
- b) Data Element Naming Conventions and Standardization TSG – Attachment 8
- c) Electronic Records Management
- d) Standard Generalized Markup Language /eXtensible Markup Language /Resource Management Guidelines – Attachment 3

Data Quality activities support the E-Government 1 & 2 Action Plans (Trademark & Patent E-Government) (see <http://www.uspto.gov/web/offices/com/strat21/index.htm>, Strategic Plan, page 8). The practical aspect of data quality infuses every

activity in the automated information system development and maintenance efforts. The contractor shall: 1) identify opportunities for data quality improvements in all business areas for the Office of Data Architecture & Services, 2) improve regulatory compliance within USPTO by ensuring business rules are enforced at the data base level, and, 3) avoid costs associated with poor quality data. The contractor shall work in the transformation of the USPTO business into a quality-focused enterprise, supporting its strategic plan theme of “Capability.”

### **C.3.2 RECORDS MANAGEMENT**

#### **BACKGROUND**

Federal agencies are responsible for the creation, maintenance, management and disposal of federal records under their control (44 U.S.C. 3101). They are also required under the Paperwork Reduction Act of 1995 to carry out certain tasks and functions and reports.

The USPTO's federally mandated information collection program is a subset of the records management program. The information collection activities of the USPTO must meet federal requirements and it is critical that the agency is in compliance with OMB guidelines and federal laws. The PRA/Information Collection subset program's primary activity is to prepare information collection requests for the agency. Other important activities include: 1) tracking and reporting of the requests and the data associated with the agency's PRA activities, 2) writing Privacy Act impact statements, and 3) drafting systems of records notices.

The USPTO-wide records management program supports the U.S. policy performance goal of helping to protect, promote, and expand intellectual property rights systems. The records management program represents two of the three services specified under Business Management of Information in the Federal Enterprise Architecture Business Reference Model.

#### **3.2.1 SCOPE OF WORK – RECORDS MANAGEMENT**

The contractor shall support the USPTO in records management activities agency-wide. The activities span across business areas such as (but not limited to) Patent, Trademark, Dissemination, Corporate, and Infrastructure. The contractor must have knowledge of records management tracking software and electronic document management system in general. The contractor must have experience working with Versatile software products (from Zasio). The contractor must have experience in and the ability to act as an administrator for a records management tracking system.

Records management is a USPTO-wide function that ensures compliance with federal laws and regulations and helps USPTO business areas operate more efficiently through the use of optimum records management practices. As part of this activity the contractor shall support activities of administering effective controls over the maintenance and use of federal records, as defined under the Federal Records Act and the Paperwork Reduction Act. Records are defined under 44 U.S.C 3301. The contractor shall establish and introduce procedures and techniques: 1) to improve the management of records, 2) to promote the maintenance and security of records that must be preserved, and 3) to facilitate records disposition and access. Also as part of this activity, the contractor will support the agency information collection activities under the Paperwork Reduction Act (PRA). The PRA establishes a “broad mandate for agencies to perform their information resources management activities in an efficient, effective, and economical manner.” Related activities will be supported under related directives including but not limited to the Clinger Cohen Act, Paperwork Reduction Act, Privacy Act, the Government Paperwork Elimination Act, and the E-Government Act of 2002.

An active effective USPTO-wide records management program is required by law, imposed by the Office of Management and Budget (OMB), and dictated by common business sense. Such a program supports all ongoing business operations and facilitates the reengineering of the USPTO business processes. Some examples of USPTO ongoing operations and reengineering processes are: Trademark and Patent application processing, procurement, finance, human resources, patent copy sales, information technology help desk, internal correspondence, congressional correspondence, museum displays, and press releases.

The records management program is supportive of the goals of federal enterprise architecture. As specified by OMB, records management is a specific component of the framework of the Federal Enterprise business model, under Support for Delivery of Services. The Federal Enterprise Architecture Performance Management Organization defines Business Management of Information as the Information Collection, Record Retention and Information Sharing activities of a federal agency. Specifically, “Record Retention involves managing the policies, standards, storage and security involved with the maintenance of agency data” and “Information Collection involves the day-to-day processes of gathering data from agency programs, partners and stakeholders.”

The contractor shall assist the USPTO in the activities associated with a federal vital records program. A well-executed vital records program supports disaster recovery through management controls of the information that allow the agency to function in its most



fundamental way. For example, the ability to track a second-copy of patent publication data would still be possible at another location if destroyed in Arlington, allowing for continuity of operations of the USPTO.

The contractor shall perform electronic records management that is crucial to successful information technology planning. This must go hand-in-hand with the development of Automated Information Systems.

The contractor shall:

- assist the USPTO in ensuring that all USPTO records are scheduled and retired or destroyed in accordance with federal law and federal guidelines;
- maintain a close and good working relationship with staff of the National Archives and Records Administration and follow USPTO and NARA procedures;
- assist USPTO staff in organizing records (such as through file plans, classification, and storage assistance) for maximum operational efficiency;
- maintain and train records coordinators located in all business areas of the USPTO;
- provide accessioning support, including the administration of the agency accessions tracking system;
- heighten awareness of proper records management procedures;
- coordinate actions between internal and external federal offices, composing and submitting information packages for OMB clearance;
- draft the agency submissions to OMB under the Information Collection Budget;
- prepare and submit documentation for agency reports and requests to OMB under the Government Paperwork Elimination Act and future reporting as required by OMB and associated with agency Information Collection activities;
- support agency activities relating to the management of federal information resources (OMB Circular A-130);
- assist the USPTO in administration of the privacy act; and
- perform all activities within specified deadlines

Future activities focus attention on the management of electronic records and the vital records program. Two potential activities are:

- the development and implementation of a USPTO-wide records filing scheme and detailed file plans; and
- the extensive review of the agency's records series as part of a wholly updated USPTO Comprehensive Records Schedule and updated Vital Records Disaster Recovery Plan

#### **C.4 ABILITIES OF CONTRACTOR PERSONNEL**

This subsection describes the requirements specific to the type of contractor personnel needed and the overall skill requirement. Directly applicable experience in Data Quality Management and Records Management of a similar size and scope to that at or contemplated by the USPTO is strongly preferred in terms of both overall requirements and specific staff positions.

The contractor is expected to provide trained, knowledgeable technical personnel according to the requirements of each individual task order. Therefore, the USPTO will not provide or pay for training, conferences, or seminars to be given to the contractor personnel in order for them to perform their tasks. The only exception is for USPTO-specific and specialized training not obtainable outside the USPTO (e.g., patent examination process class). If it is determined during the performance of the task order that training, conferences, or seminars are required, only the Contracting Officer may approve that training.

All contractor personnel who interface with USPTO management and technical personnel must have excellent oral and written communication skills. “Excellent oral and written communication skills” is defined as the capability to converse fluently, communicate effectively, and write intelligibly in the English language.

#### **C.4.1 LABOR CATEGORIES**

The contractor shall provide technical staff comprised of professionals in technical project leadership and a full range of Data Quality Management and Records Management disciplines. Below is a listing of the labor categories that the USPTO considers necessary under the scope of this contract. As necessary, additional labor categories may be added in order to fulfill staffing requirements under the scope of this contract.

The USPTO estimates a requirement for a total of approximately 13,500 staff hours of effort to be provided for Data Quality Management and Records Management for each year of the contract (base year plus four option years). The exact mix needed across all years of the contract cannot be precisely predicted. However, for the base year of the contract, the USPTO estimates that the following Data Quality Management and Records Management skill-sets will be required:

- Technical Program/Project Manager (500 staff hours)
- Data Quality Management Specialist
  - Senior Data Quality Management Specialist (2000 staff hours)
  - Junior Data Quality Management Specialist (2000 staff hours)
- Records Management Specialist
  - Two Senior Records Management Specialists (4000 staff hours)
  - Two Junior Records Management Specialists (4000 staff hours)
- Technical Writer/Editor (1000 staff hours)

The USPTO may shift this distribution as needed to fulfill mission objectives and to keep within budgetary constraints. Above is a listing of the labor categories that the USPTO considers necessary under the scope of this contract.

The USPTO anticipates two persons for Data Quality and four persons for Record Management, with the Program Manager and Technical writer supporting both.

##### **C.4.1.1 KEY PERSONNEL**

Key personnel shall include a Technical Program/Project Manager.

#### **C.4.2 SPECIFIC PERSONNEL QUALIFICATIONS**

The following labor categories and functional requirements have been provided for evaluation purposes. Please note that the titles of these categories are illustrative only. It is not required that the personnel of the contractors have these exact titles; rather, personnel shall meet the criteria listed below.

##### **C.4.2.1 PROGRAM/PROJECT MANAGER (KEY PERSONNEL)**

###### **General Description**

An individual who is extremely knowledgeable and skilled in managing substantial contract support services involving multiple projects and personnel. Demonstrates very good oral and written communications skills.

###### **Function**

Shall be responsible for the overall contract performance and shall not serve in any other capacity under this contract. Organizes, plans, directs, staffs, and coordinates the overall program effort; manages contract and subcontract activities as the authorized interface with the Contracting Officer, COTR, Government management personnel, and customer agency representatives; ensures compliance with Federal rules and regulations. Shall have demonstrated communications skills with all levels of management. Establishes and alters (as necessary) management structure to effectively direct contract support activities. Meets and confers with USPTO management and technical personnel regarding the status of specific contractor activities and problems, issues, or conflicts requiring resolution. Shall be capable of negotiating and making binding decisions for the company. May work as a team member.

**C.4.2.2 SENIOR DATA QUALITY MANAGEMENT SPECIALIST****General Description**

An individual who is very knowledgeable and skilled in all aspects of information engineering methodology and data quality analysis. Demonstrates very good oral and written communications skills.

**Function**

Provides competent leadership and highly specialized and technical guidance in data quality assessment of complex information systems. Plans, manages and provides technical oversight for data quality assessment activities. Certify databases are in compliance with business requirements. Provide strategic guidance for data quality program. Ensures systems are compliant with data management standards and requirements. Performs data quality analyses, using automated tools; performs information-engineering analysis of data models. Facilitates data quality assessment working sessions. Validates data conforms to structure as depicted in data models and in accordance with business rules. Provide training of data quality tools, and data quality methodology. Coordinates with the Program/Project Manager to ensure problem resolution and customer satisfaction. May work as a team member. Interfaces with Government management and technical personnel including a.) Contracting Officer (CO) and b.) Contracting Officer's Technical Representative (COTR). Reports in writing and orally to Government contract management personnel and other Government representatives.

**C.4.2.3 JUNIOR DATA QUALITY MANAGEMENT SPECIALIST****General Description**

An individual who is knowledgeable and also has experience in information engineering methodology and data quality assessment. Demonstrates good oral and written communications skills.

**Function**

Provides specialized and technical guidance to complex system data quality challenges. Ensures systems are compliant with data management standards and requirements. Performs data quality analysis, using automated tools. Performs information engineering analysis of databases. Facilitates data quality assessment working sessions. Assess, report, and certify database quality. Validates data conforms to structures as depicted in data models and in accordance with business rules. May work as a team member. Interfaces with Government management and technical personnel including the Contracting Officer and Contracting Officer's Technical Representatives. Reports in writing and orally to Government contract management personnel and other Government representatives.

**C.4.2.4 SENIOR RECORDS MANAGEMENT SPECIALIST****General Description**

An individual who is very knowledgeable and skilled in all aspects of Federal Records Management. Demonstrates very good oral and written communications skills.

**Function**

Provides highly specialized and technical guidance, to records management, disaster recovery and management of federal information resources challenges. Ensures the USPTO is compliant with federal records management and information management standards, regulations and requirements. May work as a team member. Interfaces with Government management and technical personnel including the Contracting Officer and Contracting Officer's Technical Representative. Reports in writing and orally to Government contract management personnel and other Government representatives.

**C.4.2.5 JUNIOR RECORDS MANAGEMENT SPECIALIST****General Description**

An individual who is knowledgeable and has experience in Federal Records Management and management of federal information resources (including the clearance process under the Paperwork Reduction Act). Demonstrates good oral and written communications skills.

**Function**

Provides specialized and technical solutions to the records management problems. Supports the agency business areas in records management and the management of federal information resources. May work as a team member. Interfaces with Government management and technical personnel including the Contracting Officer and Contracting Officer's Technical Representatives. Reports in writing and orally to Government contract management personnel and other Government representatives.

#### **C.4.2.6 TECHNICAL WRITER/EDITOR**

##### **General Description**

An individual who is extremely knowledgeable and skilled in technical documentation and presentation techniques, to include technical writing, technical proofreading, and technical editing. Demonstrates excellent command and articulation of the English language. Has superior grammatical skills and ability to use automated editing and publishing tools.

##### **Function**

Collects and organizes information required for preparation of deliverables; ensures the use of proper technical terminology; performs technical writing, editing, proofreading, and integration of computer-based material to produce document deliverables; and translates technical information into clear, readable documents to be used by technical and non-technical personnel. May work as a team member. Interfaces with Government management and technical personnel, and the Contracting Officer's Technical Representative (COTR). Reports in writing and orally to Government contract management personnel and other Government representatives.

#### **C.5 EFFECTIVE PERIOD OF THIS CONTRACT**

The period of performance (POP) for this contract will be five years – a base year starting at the effective date of contract award, followed by four (4) optional years. See Section F.4 Period of Performance

#### **C.6 CONTRACT TYPE/ISSUANCE OF TASK ORDERS**

The contract type will be a Labor Hour – Performance-Based contract.

#### **C.7 PLACE OF PERFORMANCE**

The contractor shall perform the majority of the Data Quality Management and Records Management work under this Statement of Work (SOW) at the contractor's facility (unless otherwise specified in a task order). The contractor will have network access to the USPTO networks and access to specified databases as necessary to perform the tasking.

#### **C.8 PROBLEM NOTIFICATION**

- A. The contractor shall notify the USPTO's Contracting Officer and COTR immediately of all problems that impact or potentially impact the contract, deliverable(s), or project schedule. Such notifications shall be made verbally during normal work hours or at the beginning of the next Government workday. For each problem encountered, verbal notification shall be followed by a written report to the Contracting Officer and copy to the COTR within 24 hours after the identification of the problem.
- B. The report shall include at a minimum:
  - 1. The nature of the problem
  - 2. How or why the problem occurred
  - 3. The steps being taken to correct the problem
  - 4. The consequences of the problem
  - 5. Actions to prevent similar occurrences.

#### **C.9 STATUS REPORTS**

- A. The contractor shall submit written monthly status reports 10 calendar days after the end of each calendar month. The contractor shall prepare and submit four (4) copies to the Government, three (3) copies shall be provided to the COTR and one (1) copy to the Contracting Officer. A status report will contain, at a minimum, the following items:
1. A summary of progress made during the month of each.
  2. A summary of staff hours and funds expended during the month, expended to date, and remaining for each task and the total project.
  3. A description of major difficulties that have been encountered which may delay task completion or product delivery, and statements of the steps to be taken to solve the problem.
- B. If there are no problems, all monthly status reports shall include written statements, as follows, certifying to the absence of progress problem:
1. "The contractor hereby certifies that it recognizes no problems which affected progress during the current reporting period."
  2. "The contractor hereby certifies that it anticipates no problems will occur during the next reporting period."
- C. The status report shall be submitted in accordance with the format and criteria provided in the Monthly Status Report (Contract Deliverable No. FN01) – Section J, Attachment 1.

#### **C.10 MEETINGS**

- A. When scheduled one week in advance by the COTR, the contractor shall conduct monthly Task Order Status Reviews with the USPTO's COTR or his/her representative. Subjects for discussion at the meetings shall include at a minimum; but are not limited to:
1. Work completed during the reporting period.
  2. Technical status reports on all tasks.
  3. Financial status reports on all tasks.
  4. Work schedule for the next reporting period.
  5. Identification of any problems or delays and recommendations as to their resolution with reference to the problem reports submitted in the interim.

The contractor shall make available all technical personnel associated with the project work areas, which are related to the topics that are listed in the proposed agenda.

- B. Other meetings between the contractor and the USPTO will be held on an "as required" basis during the performance of the contract. The majority of the meetings will be held at the U.S. Patent and Trademark Office, 2121 Crystal Drive (Crystal Park 2), Suite 1004, Arlington, VA 22202; however, meetings may also be held at the contractor's facility when determined appropriate by the COTR. The contractor shall be able to attend any meeting called by the USPTO when given a sixty (60) minute advance notice of such a meeting.

## SECTION D -- PACKAGING AND MARKING

### D.1 52.252-01 CLAUSES INCORPORATED BY REFERENCE

There are no clauses incorporated in this section.

## SECTION E -- INSPECTION AND ACCEPTANCE

## E.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/loadindex.html>

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Clause	Title	Date
52.246-06	Inspection--Time-And-Material And Labor-Hour	May 2001

## SECTION F -- DELIVERIES OR PERFORMANCE

## F.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/loadindex.html>

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Clause	Title	Date
52.242-15	Stop-Work Order	August 1989
52.247-34	F.O.B. Destination	November 1991

## F.2 DELIVERABLES

The contractor shall deliver all technical products to the USPTO as required and specified in each task order. All documentation and deliverables shall conform to the specifications defined within the task orders. The number of copies, specific instructions for the medium and format for electronic copies, and other instructions about deliverables will be specified in the task orders. The contractor shall provide electronic deliverables in a format compatible with the USPTO environment. As appropriate, products delivered under this contract will conform to the Technical Standards Guidelines (TSGs) Attachments 8 & 9 and follow the principles, policies, and standard stated in the Life Cycle Management (LCM) document for Automated Information Systems (AISs).

## F.3 GOVERNMENT HOLIDAYS

The following legal holidays are observed by this Government agency. Holidays falling on Saturdays are observed on the Friday preceding the holiday, while those holidays falling on Sundays are observed on the Monday following the holiday.

New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

The Contractor shall comply with the aforementioned Government holidays and any other day designated by Federal Statute, Executive Order, or Presidential proclamation, therefore, the Government offices are closed to the Contractor's staff on the day(s) these holidays are observed.



## F.4 PERIOD OF PERFORMANCE

The period of performance of this contract is as follows:

CONTRACT PERIOD	PERIOD OF PERFORMANCE
Base Period	Date of award through 12 months thereafter
Option Period 1	Date of option exercise through 12 months thereafter
Option Period 2	Date of option exercise through 12 months thereafter
Option Period 3	Date of option exercise through 12 months thereafter
Option Period 4	Date of option exercise through 12 months thereafter

## SECTION G -- CONTRACT ADMINISTRATION DATA

### G.1 CONTRACT ADMINISTRATION

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government points of contact during the performance of the contract.

(1) Contracting Officer's Technical Representative

A Contracting Officer's Technical Representative (COTR) will be designated on authority of the Contracting Officer to monitor all technical aspects and assist in administering the contract. The types of actions within the purview of the COTR's authority are to assure that the Contractor performs the technical requirements of the contract; to maintain both written and oral communications with the Contractor concerning the aspects of the contract within his/her purview; to issue written interpretations of technical requirements of Government drawings, designs and specifications; to monitor the Contractor's performance under the contract and notify the Contractor and Contracting Officer of any deficiencies observed; and to coordinate Government-Furnished Property or Data availability and provide for site entry of Contractor personnel if required. A letter of designation will be issued to the COTR with a copy supplied to the Contractor, stating the responsibilities and limitations of the COTR. This letter will clarify to all parties to this contract the responsibilities of the COTR. At no time may the scope of work, price, delivery dates, or other mutually agreed upon terms or provisions of the contract be changed without being executed in writing by the Contracting Officer authorizing such changes.

(2) Contracting Officer

All contract administration will be effected by the Contracting Officer, address as shown on the face page of this solicitation. Communications pertaining to contract administration matters will be addressed to the Contracting Officer. No changes in or deviation from the scope of work shall be effected without a Supplemental Agreement executed by the Contracting Officer authorizing such changes.

### G.2 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result.

### G.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

(a) The Contracting Officer hereby designates the individual named below as the Contracting Officer's Technical Representative:

NAME:	TBD
ADDRESS:	U.S. Patent and Trademark Office OCIO-Office of Acquisition Management Crystal Park Two, Room 1002 Arlington, VA 22202
PHONE NO.:	TBD

(b) The COTR may be changed at any time by the Government without prior notice to the Contractor, but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contractor by the Contracting Officer in writing.

(c) The responsibilities and limitations of the COTR are as follows:

(1) The COTR is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.

(2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the Contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for her by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

#### G.4 INVOICING AND PAYMENT INSTRUCTIONS

The Contractor shall submit proper invoices on a monthly basis for payment. One (1) original and two (2) copies of each invoice shall be submitted with costs for each task order broken out separately (on separate pages). Invoices shall, if applicable, deduct the withholding amount as specified in FAR 52.232-7, Payments Under Time-and-Materials and Labor-Hour Contracts APR 1984, contained in Section I, "CONTRACT CLAUSES," of this contract. Depending on the mode of delivery, all invoices shall be submitted to the following address:

**Courier or Hand Delivery**

U.S. Patent and Trademark Office  
Office of Finance  
2011 Crystal Drive - Suite 802B  
Arlington, VA 22202

**U.S. Mail Delivery**

U.S. Patent and Trademark Office  
Office of Finance  
Box 17  
Washington, D.C. 20231

Additionally one copy shall be sent to the Contracting Officer at:

**Courier or Hand Delivery**

U.S. Patent and Trademark Office  
Office of Procurement  
2011 Crystal Drive - Suite 810  
Arlington, VA 22202

**U.S. Mail Delivery**

U.S. Patent and Trademark Office  
Office of Procurement  
Box 6  
Washington, D.C. 20231

To constitute a proper invoice, each invoice submitted must include the following information and attached documentation:

- (1) Name of the Contractor, invoice number and invoice data;
- (2) Contract number and task order numbers;
- (3) Description, price, and quantity of services actually delivered or rendered;
- (4) Name of personnel performing the service, Labor-Hour Category, number of hours worked and cost;
- (5) Payment terms;
- (6) Name and signature of certifying official, title, phone number, and complete mailing address of responsible office to whom payment is to be sent;
- (7) Period of performance covered by the invoice;
- (8) Other substantiating documentation or information as required by the contract; and
- (9) The following statement on the reverse of the original of each invoice:

#### COTR'S CERTIFICATION

I certify to the best of my knowledge and belief that the services shown on the invoice have been performed and are accepted.

\_\_\_\_\_  
COTR Signature

\_\_\_\_\_  
Date

## G.5 TASK ORDER IMPLEMENTATION/CONTRACTOR RESPONSIBILITIES

(a) All work shall be initiated only by issuance of a fully executed task order issued by the Contracting Officer. The work to be performed under these task orders must be within the scope of the contract. The Government is only liable for labor hours expended under the terms and conditions of this contract to the extent that a fully executed task order has been issued and covers the required work. Charges for any work not authorized shall be disallowed.

(b) Each order will include:

- (i) Date of order.
- (ii) Contract number and order number.
- (iii) Item number and description, quantity, and unit price or estimated cost or fee.
- (iv) Delivery or performance date.
- (v) Place of delivery or performance (including consignee).
- (vi) Packaging, packing, and shipping instructions, if any.
- (vii) Accounting and appropriation data.
- (viii) Method of payment and payment office, if not specified in the contract.
- (ix) Ceiling price of the contract
- (x) Any other pertinent information.

(c) The contractor shall direct, manage, and administer the accomplishment of all task orders. The contractor shall be responsible for all contractor, subcontractor, or vendor personnel and performance, and shall ensure that staff technical proficiency and professional capability are maintained. The contractor shall deliver periodic and ad hoc, oral and written reports summarizing the status of work being performed. The items and assistance include, but are not limited to:

1. Meetings on the status of task orders
2. Monthly status reports (see Attachments 1-2 for instructions and samples of format and level of detail); status report information may be required for submittal in electronic form (i.e., CSV file format).
3. Ad hoc written and oral briefings

(d) The contractor shall deliver oral and written notice of all problems that impact or potentially impact the contract, deliverables, or completion of work to the Contracting Officer. In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the COTR, as described below, giving pertinent details, provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

This includes:

1. Immediate verbal notice of technical problems
2. Immediate verbal notice of potential schedule delays
3. Immediate verbal notice when 85 percent of the ceiling price of the task order will be exceeded
4. Written notices within 24 hours of verbal notices

The USPTO will require the contractor to provide general support for assigned tasks. This encompasses program management, contract and subcontract management, administrative, clerical, technical editing, document preparation, and related functions.

## G.6 ELECTRONIC PAYMENT INFORMATION

(a) The information required by the clause at FAR 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (see Section I), shall be forwarded by the Contractor to the below-designated office:

U.S. Patent and Trademark Office  
Office of Finance, Box 17  
Crystal Park One, Room 802B  
Washington, D.C. 20231

(b) If requested, a form will be provided to the Contractor for this purpose. In the event payment is assigned to a bank, thrift, or other financing institution pursuant to the clause FAR 52.232-23, Assignment of Claims (see Section I), the Contractor shall forward that form to the assignee for completion.

## G.7 SEGREGATION OF COSTS BY TASK ORDER

As referenced in clause G.4, all costs shall be accumulated by individual task order number and billed on one monthly invoice.

## G.8 GOVERNMENT FURNISHED SPACE/MATERIALS

The work under this contract is to be performed primarily at the contractor's facility (unless otherwise specified in the task order). The majority of meetings will be held at the USPTO offices (currently located in Crystal City, Arlington, VA, but sometime in 2004 will be located in Alexandria, VA); however, meetings may also be held at the contractor's facility when determined appropriate by the COTR. Due to the nature of work to be performed under this contract, the contractor shall be able to attend any meeting called by the USPTO when given a 60-minute advance notice of such a meeting.

As specified in individual task orders, contractor staff occasionally may be required to temporarily work at a site specified and provided by the Government. The Government will furnish the necessary office space, office furniture, equipment, and telephones as required, on-site to meet contract requirements. Any facilities and/or equipment provided to the contractor by the Government shall be used exclusively for the performance of contract tasks.

Individual task orders will list any Government equipment or property to be provided to the contractor for use in the performance of this contract. This property shall be used and maintained by the contractor in accordance with provisions of the "Government Property" clause. Such equipment shall be returned by the contractor to the Government upon conclusion of the task order or as otherwise specified. Contractors shall provide for time and use of appropriate personnel during the USPTO's physical inventory at the contractor site of all Government furnished equipment, hardware and software at the end of each fiscal year and shall provide written reports (in a format to be provided by the COTR) upon request, of current inventory of GFE in the contractor's possession.

## SECTION H -- SPECIAL CONTRACT REQUIREMENTS

### H.1 TYPE OF CONTRACT

This is a Labor-Hour type contract with Performance Incentives.

### H.2 ORGANIZATIONAL CONFLICT OF INTEREST

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The USPTO may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

### H.3 LIMITATION OF FUTURE CONTRACTING

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to prepare or assist in preparing specifications or statements of work and such specifications or statements of work are incorporated into an USPTO solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing USPTO contract.

### H.4 ISSUANCE OF TASK ORDERS

All work shall be initiated only by issuance of a fully executed task order issued by the Contracting Officer. The work to be performed under these task orders must be within the scope of the contract. The Government is only liable for labor hours expended under the

terms and conditions of this contract to the extent that a fully executed task order has been issued and covers the required work. Charges for any work not authorized shall be disallowed.

The designated COTR will initiate the task order process by preparing a statement of requirements and or objectives to be achieved in the form of a Task Objective Statement. For each tasking statement, the contractor will provide an independent cost estimate for the task order negotiation. Once the task order cost has been negotiated and agreed to, the contractor shall submit a resource estimate (see Attachments 4-6 for instructions/samples) for government sign-off and approval. Upon Contracting Officer acceptance of the resource estimate, the contractor may then begin work. The contractor is prohibited from performing any work not associated with an accepted task order. Work performed outside the scope of an approved task order is at the contractor's own risk and payment for that work may be withheld.

Every task order will be required to have a Task Management Plan (TM02) that includes the following information:

- (1) a numerical designation,
- (2) the estimate of required labor hours and cost ceiling, broken out for each month during the period of performance,
- (3) the period of performance and schedule of deliverables,
- (4) the description of the work (consisting of clearly defined task objectives, scope, methodology, resource requirements, and milestones)

The Government reserves the right to request this information in electronic form (i.e., CSV file format).

It is recognized and mutually agreed that the government shall be liable for costs and/or fee, as applicable, under the terms and conditions of this contract to the extent that a fully executed task order has been issued and covers the required work. Task orders shall not change any terms or conditions of the contract. Where any language in the work assignment may suggest a change to the terms or conditions, the contractor shall notify the Contracting Officer within five (5) days after receipt of a task order. In the event of a discrepancy between the terms and conditions of the contract and the terms and conditions of a task order issued under the contract, the terms and conditions of the contract shall take precedence until a clarification is made, in writing, by the Contracting Officer.

The Contractor shall not exceed the ceiling price established in each Task Order. If at any time the Contractor has reason to believe that the total amount for the Task Order, will exceed 85% of the ceiling price specified in the order, the Contractor shall notify the CO. Such notification shall include an estimate of the additional amount, and if necessary, additional time required for completion of the ordered work.

Task orders may be placed during the period of performance of the contract. Labor rates applicable to hours expended in performance of an order will be the contract rates that are in effect at the time the task order is executed. Any order issued during the period of performance of this contract and not completed within that time shall be governed by the contract terms to the same extent as if the order were completed during the contract's period of performance, including the contract and individual order ceiling prices. Work performed on such orders after the end of the contract's period of performance shall continue to be charged at the last effective rates.

## H.5 KEY PERSONNEL

A. The Contractor shall assign to this contract the following key personnel:

- (1) Technical Project Manager

B. During the first 180 days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death or termination of employment. The Contractor shall notify the CO within fifteen (15) calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 180-day period, the Contractor shall submit the information required by paragraph (c) to the CO at least 15 days prior to making any permanent substitutions.

C. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the CO. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The CO will notify the Contractor within fifteen (15) calendar days

after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

## H.6 DUPLICATION AND DISCLOSURE OF CONFIDENTIAL DATA

Duplication or disclosure of confidential data provided by the PTO or to which the Contractor will have access as a result of this contract is prohibited. It is understood that throughout performance of the contract, the Contractor may have access to confidential data that is the sole property of the PTO, as well as access to proprietary data, which is the sole property of other than the contracting parties. The Contractor hereby agrees to maintain the confidentiality of all such data to which access may be gained throughout contract performance whether title thereto vests in the PTO or otherwise. The Contractor hereby agrees not to disclose said data, any interpretations thereof, or data derivative there from, to unauthorized parties in contravention of these provisions without prior written approval of the Contracting Officer or the party in which title thereto is wholly vested. This clause also applies to any subcontractors and consultants used by the Contractor.

The contractor shall obtain from each employee who has access to proprietary data under this contract, a written agreement in which shall in substance provide that such employee shall not, during his/her employment by the contractor or thereafter, disclose to others or use for their benefit, proprietary data received in connection with the work under this contract. Furthermore, the contractor will instill in its employees the philosophy of Part 9.505-4 of the Federal Acquisition Regulation so that they will not use or disclose proprietary information or data generated or acquired in performance of this contract except as provided herein.

## H.7 OVERTIME

Unless otherwise provided in this contract, the Contractor shall not perform overtime work under or in connection with this contract for which premium compensation is required to be paid, without specific written approval from the Contracting Officer.

## H.8 ADVERTISING OF AWARD

The Contractor agrees not to refer to awards in commercial advertising in such manner as to state or imply that the services provided are endorsed or preferred by the Federal Government, it is considered by the Government to be superior to other services. Advertisements, press releases, and publicity of a contract by a supplier shall not be made without the prior express written permission of the Contracting Officer.

## H.9 SECRECY AND USAGE OF PATENT INFORMATION

(a) Patent applications are required by law (35 U.S.C. 122) to be kept in confidence. In addition pursuant to secrecy order provisions of 35 U.S.C. 181-188, work under this contract may affect national security. Information contained in any patent application file(s) are restricted to authorized Contractor personnel having a need to know.

(b) The Contractor acquires no right or privilege to use or disclose any information contained in any patent file (in any form whatsoever) except to perform the work under this contract. Further, the Contractor shall not copyright or make any use or disclose whatsoever of any patent information contained in any application or related copy or data furnished the Contractor by the Government or obtained therefrom except for performing the work procured under this contract.

(c) Patent documents or copies of information contained therein, patent applications and abandoned files, when furnished to the Contractor by the PTO, shall be handled in accordance with the provisions of:



- (1) 35 U.S.C. §122
- (2) 37 CFR §1.14
- (3) 35 U.S.C. §181-188

(d) All personnel employed in data preparation work on this contract, or otherwise having access to patent files or data or information concerning the same shall take the following oath, or affirmation, signed in writing:

"I do swear or affirm that I will preserve application for patents in secrecy, that I will not divulge any information concerning the same to unauthorized persons while employed in work under Contract 50-PAPT-#-#### or any time thereafter, and that I take this obligation freely, and without any mental reservation or purpose of evasion."

(e) Each employee's signed oath, or affirmation, shall be retained in the Contractor's files, subject to inspection by authorized Government representatives.

(f) Without advance notice, the Government shall have the right to inspect the Contractor's premises, records, and work in process pertaining to the secrecy of patent information.

(g) The Contractor shall submit, for approval by the COTR, a plan for maintaining the confidentiality of patent documents and all information contained therein. The plan must adequately protect documents, film and all other communications and storage media during all phases of staging, filming, handling, processing, storage and quality control. This plan shall be submitted to the COTR thirty (30) calendar days after contract award

(h) Duplication of confidential material by the Contractor is forbidden except as specified in this contract.

(I) The Contractor shall transport all documents, film and all other communications and storage media used in the performance of this contract between the Contractor's work site and the PTO. This includes pickup of work to be done from PTO offices and delivery of completed work to designated PTO offices.

(j) The Contractor shall be responsible for returning all Government Furnished Patent Document items to the Government upon termination of the contract in accordance with the Government-Furnished Data clause of this contract.

(k) The Contractor shall insert the substance of this clause in each subcontract hereunder unless the Contracting Officer has waived this requirement, in writing, as to particular subcontracts or classes of subcontracts.

## H.10 ACCESS TO GOVERNMENT FACILITIES

During the life of the contract, the rights of ingress and egress to and from the Government facility for Contractor personnel shall be made available as required. During all operations on Government premises, Contractor personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility. The Government reserves the right to require Contractor personnel to sign in upon ingress and sign out upon egress to and from the Government facility.

## H.11 GOVERNMENT IDENTIFICATION/SUITABILITY INVESTIGATION REQUIREMENTS

Each contract employee working under this contract must undergo investigative processing. The investigation that will be conducted by the Office of Personnel Management (OPM) is a National Agency Check with Inquires (NACI).

### Investigative Processing -

The Contractor's Project Manager is responsible for initiating and ensuring the accuracy and completeness of the investigative package for each contract employee. Once the packages have been reviewed, packages will then be forwarded to the USPTO Security Office for further processing, e.g., fingerprinting, etc. Investigative paperwork must be submitted to the USPTO Security Office and forwarded to the OPM within 14 days after the Subject's performance on the contract.

### Processing Requirements -

The investigative package must contain the following investigative forms: SF-85, Questionnaire for Non Sensitive Positions; FD 258, Fingerprint Chart; and the OF 306, Declaration for Federal Employment.

Non U.S. citizens to be employed under this contract must:

- a. Have official legal status in the United States; and
- b. Have continuously resided in the United States for the last 2 years

If the USPTO Security Office receives disqualifying information on a contract employee, the Contractor, upon notice, will immediately remove the employee from their duties under this contract. Contract employees may be barred from working on the premises of a facility for any of the following:

- a. Falsification of information entered on the investigative forms.
  - b. Conviction of a felony of a crime of violence or of a misdemeanor involving moral turpitude.
  - c. Improper conduct once performing on the contract, including criminal, infamous, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct directly relates to the contract.
  - d. Any behavior judged to pose a potential threat to USPTO personnel or property.
- Failure to comply with these requirements may result in the cancellation of this contract.

## H.12 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT MARCH 2000

- (a) The Government may unilaterally extend the term of this contract by written notice to the Contractor prior to the end of the current period of performance, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

## H.13 SECTION 508 OF THE REHABILITATION ACT OF 1973 COMPLIANCE

In accordance with Section 508, Subsection 508 (a)(3), the USPTO requires that all Electronic Information Technology ("EIT"), as that term is defined at FAR 2.101, delivered under this contract comply with the applicable EIT technology accessibility standards issued by the Architectural and Transportation Barriers Compliance Board set forth at 36 CFR Part 1194.

## H.14 IT SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES

- A. This clause is applicable to all or any part of the contract that includes information technology resources or service in which the contractor must have physical or electronic access to USPTO's sensitive information contained in unclassified systems that directly support the mission of the Agency. This includes information technology, hardware, software, and the management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunication systems.
- B. Within 30 days of contract award, the contractor shall certify in writing to the COTR that its employees, in performance of the contract, have completed:
  - 1. USPTO IT Security User Awareness Training
  - 2. Annual IT Security training USPTO IT Security policies, computer ethics, and best practices (when available).

The contractor may use web-based training as available from USPOT to meet these requirements. For contracts extending beyond one year, the contractor shall certify in writing to the COTR within the first 30 days of each contract or option year subsequent to the award year, that its employees, in performance of the contract, have completed annual IT Security User Awareness training in accordance with USPTO requirements.

- C. All Contractor employees are expected to comply with USPTO's IT Security Policies.
- D. The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

## SECTION I -- CONTRACT CLAUSES

## I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/loadindex.html>

Clause	Title	Date
52.202-01	Definitions	December 2001
52.203-03	Gratuities	April 1984
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-07	Anti-Kickback Procedures	July 1995
52.204-04	Printed or Copied Double-Sided on Recycled Paper.	August 2000
52.209-06	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	July 1995
52.215-02	Audit and Records--Negotiation	June 1999
52.215-08	Order of Precedence--Uniform Contract Format	October 1997
52.217-09	Option To Extend The Term Of The Contract	March 2000
52.219-08	Utilization of Small Business Concerns	October 2000
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	April 2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	December 2001
52.222-36	Affirmative Action For Workers with Disabilities	June 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	December 2001
52.223-06	Drug Free Workplace	May 2001
52.223-14	Toxic Chemical Release Reporting	October 2000
52.225-13	Restrictions on Certain Foreign Purchases	July 2000
52.227-14	Rights in Data--General	June 1987
52.232-07	Payments Under Time-And-Materials And Labor Hour Contracts	February 2002
52.232-17	Interest	June 1996
52.232-23	Assignment Of Claims	January 1986
52.232-25	Prompt Payment	February 2002
52.232-34	Payment by Electronic Funds Transfer--Other than Central Contractor Registration	May 1999
52.233-01	Disputes	December 1998
52.233-03	Protest After Award	August 1996
52.242-13	Bankruptcy	July 1995
52.243-03	Changes--Time-And-Material Or Labor-Hours	September 2000
52.249-06 Alt IV	Termination (Cost Reimbursement) - Alternate IV	September 1996
52.249-14	Excusable Delays	April 1984
52.253-01	Computer Generated Forms	January 1991

I.2      52.203-08      CANCELLATION, RESCISSION, AND RECOVERY OF      JANUARY 1997  
FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.3      52.203-10      PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR      JANUARY 1997  
IMPROPER ACTIVITY

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

#### I.4      52.203-12      LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN      JUNE 1997 FEDERAL TRANSACTIONS

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.
- (3) A special Government employee, as defined in section 202, title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.



(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

## I.5 52.244-2 SUBCONTRACTS (AUG 1998)

(a) *Definitions.* As used in this clause-

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

- (c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.
- (d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-
- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
  - (2) Is fixed-price and exceeds-
    - (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or
    - (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.
- (e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:
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- (f) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:
- (i) A description of the supplies or services to be subcontracted.
  - (ii) Identification of the type of subcontract to be used.
  - (iii) Identification of the proposed subcontractor.
  - (iv) The proposed subcontract price.
  - (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
  - (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
  - (vii) A negotiation memorandum reflecting-
    - (A) The principal elements of the subcontract price negotiations;
    - (B) The most significant considerations controlling establishment of initial or revised prices;
    - (C) The reason cost or pricing data were or were not required;
    - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
    - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
    - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
    - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.
- (g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-
- (1) Of the acceptability of any subcontract terms or conditions;
  - (2) Of the allowability of any cost under this contract; or
  - (3) To relieve the Contractor of any responsibility for performing this contract.
- (h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations

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I.6      52.219-06      NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE      JUNE 2003

(a) Definition. "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

- (a) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

I.7      52.244-06      SUBCONTRACTS FOR COMMERCIAL ITEMS      MAY 2002

(a) Definitions. As used in this clause-

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

## SECTION J – LIST OF ATTACHMENTS

Attachment 1 – Instructions for Monthly Status Report

Attachment 2 – Sample Cost Status Sheet (Monthly Status Report)

Attachment 3 – Generalized Markup Language /eXtensible Markup Language /Resource Management

Attachment 4 – Instructions for Resource Estimate

Attachment 5 – Sample Sheet 1 (Resource Estimate)

Attachment 6 – Sample Sheet 2 (Resource Estimate)

Attachment 7 – Data Quality Management Guide

Attachment 8 – Technical Standard and Guideline Data Element Standardization

Attachment 9 – Technical Standard and Guideline Data Management

Attachment 10 – Life Cycle Management

Attachment 11 – Past Performance Questionnaire

## SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY  
REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/loadindex.html>

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Clause	Title	Date
52.222-38	Compliance with Veterans' Employment Reporting Requirements	December 2001

K.2 52.203-02 CERTIFICATE OF INDEPENDENT PRICE  
DETERMINATION

APRIL 1985

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to

- (i) those prices,
- (ii) the intention to submit an offer, or
- (iii) the methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision  
 \_\_\_\_\_ (insert full name of person(s) in the offeror's organization  
 responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.3      52.203-11      CERTIFICATION AND DISCLOSURE REGARDING      APRIL 1991  
 PAYMENT TO INFLUENCE CERTAIN FEDERAL  
 TRANSACTIONS

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,-  
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- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.4      52.204-03      TAXPAYER IDENTIFICATION      OCTOBER 1998

- (a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision

to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

K.5    52.204-05    WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)    MAY 1999

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ( ) is a women-owned business concern.

K.6    52.209-05    CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS    DECEMBER 2001

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has [ ] has not [ ], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.



(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

#### K.7 52.215-06 PLACE OF PERFORMANCE

OCTOBER 1997

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, \_ intends, \_ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks ``intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance Name and Address of Owner  
(Street Address, City, and Operator of the Plant  
State, County, Zip Code) or Facility if Other than Offeror or Respondent

\_\_\_\_\_  
\_\_\_\_\_

#### K.8 52.215-07 ANNUAL REPRESENTATIONS AND CERTIFICATIONS-- NEGOTIATION

OCTOBER 1997

The offeror has [check the appropriate block]:

\_\_\_\_\_ (a) Submitted to the contracting office issuing this solicitation, annual representations and certifications dated \_\_\_\_\_ [insert date of signature on submission] that are incorporated herein by reference, and are current, accurate, and complete as of the date of this proposal, except as follows [insert changes that affect only this proposal; if ``none," so state]:

\_\_\_\_\_ (b) Enclosed its annual representations and certifications.

#### K.9 52.219-01 SMALL BUSINESS PROGRAM REPRESENTATIONS

APRIL 2002

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541519**.

(2) The small business size standard is **\$21 million annually**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it \* is, \* is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it \* is, \* is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it \* is, \* is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it \* is, \* is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it \* is, \* is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

#### K.10 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEBRUARY 1999

The offeror represents that--

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

#### K.11 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APRIL 1984

The offeror represents that (a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

#### K.12 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING OCTOBER 2000

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section

6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(a) The offeror, by signing this offer, certifies that --

\_\_\_ (1) To the best of its knowledge and belief, it is not subject to the filing and reporting requirements described in Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) sections 313(a) and (g) and Pollution Prevention Act (PPA) section 6607 because none of its owned or operated facilities to be used in the performance of this contract currently --

\_\_\_ (i) Manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c).

\_\_\_ (ii) Have more than 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A).

\_\_\_ (iii) Meet the reporting thresholds in toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA).

\_\_\_ (iv) Fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR section 19.102.

\_\_\_ (2) If awarded a contract resulting from this solicitation, its owned or operated facilities to be used in the performance of this contract, unless otherwise exempt, will file and continue to file for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in EPCRA sections 313(a) and (g) and PPA section 6607 (42 U.S.C. 13106).

(b) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive order 12969, August 8, 1995 (60 FR 40989-40992).

## K.13 CERTIFICATION

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: \_\_\_\_\_

Title : \_\_\_\_\_

Date : \_\_\_\_\_

## SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY  
REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/loadindex.html>

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Clause	Title	Date
52.204-06	Data Universal Numbering System (DUNS) Number	June 1999
52.215-01	Instructions to Offerors--Competitive Acquisition	May 2001
52.215-01 Alt 1	Instructions to Offerors--Competitive Acquisition Alternate I	May 2001
52.222-24	Preaward On-Site Equal Opportunity Compliance Review	February 1999
52.232-38	Submission of Electronic Funds Transfer Information with Offer	May 1999

## L.2 52.233-02 SERVICE OF PROTEST

AUGUST 1996

A. Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

USPTO  
OFFICE OF PROCUREMENT  
BOX 6  
WASHINGTON, DC 20231  
ATTN: Anice Ogden

B. The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

## L.3 AGENCY-LEVEL PROTEST PROCEDURES

## AGENCY-LEVEL PROTEST PROCEDURES LEVEL ABOVE THE CONTRACTING OFFICER (DEC 1996)

1. PURPOSE: To implement the requirements of Executive Order No. 12979 and Federal Acquisition Regulation (FAR 33.103). On October 25, 1995, President Clinton signed Executive Order No. 12979, which directs heads of executive agencies to develop administrative procedures for resolving protests to awards of procurement contracts within their agencies at a level above the Contracting Officer. Authority to administer procurement-related directives has been delegated within the Department of Commerce

through the Chief Financial Officer and Assistant Secretary for Administration to the Director for Acquisition Management (Procurement Executive). The Department's goal is to encourage protesters to resolve their protests at the agency level, help build confidence in the Government's acquisition system, and reduce protests to the General Accounting Office and other external fora. Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the Contracting Officer level through open and frank discussions. If concerns cannot be resolved, protesters may use these procedures when a resolution is requested from the agency at a level above the Contracting Officer.

## II. DEFINITIONS:

An agency protest is one that may be filed with either the contracting officer or the protest decision authority but not both. When a protester decides to file a protest at the agency level with the protest decision authority, the guidelines set forth in these established agency level protest procedures above the contracting officer apply. These procedures are in addition to the existing protest procedures contained in the Federal Acquisition Regulation (FAR) Part 33.102.

A day is a calendar day. In computing a period of time for the purpose of these procedures, the day from which the period begins to run is not counted. When the last day of the period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal holiday. Similarly, when the Washington, DC offices of the Department of Commerce are closed for all or part of the last day, the period extends to the next day on which the Department is open.

## III. PROCEDURES:

a. Protesters using these procedures may protest to the protest decision authority who will make the final decision for the Department.

Protests shall be addressed to:

Doug Bourgeois  
Chief Information Officer  
U.S. Patent & Trademark Office  
Washington, D.C. 20231  
(FAX No. 703-308-7792)

The outside of the envelope or beginning of the FAX transmission must be marked "Agency-level Protest". The protester shall also provide a copy of the protest within 1 day to the responsible contracting officer and a copy to the addressee indicated below:

Office of the General Counsel  
U.S. Patent & Trademark Office  
Box OGC  
Washington, D.C. 20231  
(FAX Number 703-305-5907)

b. Election of forum: While a protest is pending at the agency level with the protest decision authority, the protester agrees not to protest to the General Accounting Office (GAO) or any other external fora. If the protester has already filed with the GAO or other external fora, the procedures described here may not be used.

1. Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or time set for receipt of proposals shall be filed prior to bid opening or the time set for receipt of proposals. If the contract has been awarded, protests must be filed within 10 days after contract award or 5 days after the date the protester was given the opportunity to be debriefed, whichever date is later. In cases other than those covered in the preceding two sentences, protests shall be filed not later than 10 days after the basis of the protest is known or should have been known, whichever is earlier.

2. To be filed on a given day, protests must be received by 4:30 PM current local time. Any protests received after that time will be considered to be filed on the next day. Incomplete submissions will not be considered filed until all information is provided.

3. To be complete, protests must contain the following information:

- (i) the protester's name, address, telephone number, and fax number
- (ii) the solicitation or contract number, name of contracting office and the contracting officer
- (iii) a detailed statement of all factual and legal grounds for protests, and an explanation of how the protester was prejudiced
- (iv) copies of relevant documents supporting protester's statement
- (v) a request for ruling by the agency
- (vi) Statement as to form of relief requested
- (vii) all information establishing that the protester is an interested party for the purpose of filing a protest

(viii) all information establishing the timeliness of the protest

All protests must be signed by an authorized representative of the protester. Within 14 days after the protest is filed, the Contracting Officer will prepare an administrative report that responds to the issues raised by the protester and addresses any other issues, which, even if not raised by the protester, have been identified by agency officials as being relevant to the fairness of the procurement process. For good cause shown, the protest decision authority may grant an extension of time for filing the administrative report and for issuing the written decision. When an extension is granted, the protest decision authority will notify the protester and all interested parties within 1 day of the decision to grant the extension. Unless an extension is granted, the protest decision authority will issue a decision within 35 days of the protest. The protest decision authority's final decision will be binding on the Department of Commerce and not subject to further appeals. The protest decision authority shall send a written ruling and a summary of the reasons supporting the ruling to the protester by certified mail, return receipt requested with information copies to the applicable contracting office and Office of Acquisition Management.

Effect of protest on award and performance:

When a protest is filed prior to award, a contract may not be awarded unless authorized by the Head of the Contracting Activity (HCA) based on a written finding that:

- (i) The supplies or services are urgently required,
- (ii) delivery or performance would be unduly delayed by failure to make the award promptly, or
- (iii) a prompt award will be in the best interest of the Government.

When a protest is filed within 10 days after contract award or 5 days after a debriefing date was offered to the protester under a timely debriefing request in accordance with FAR 15.1004, whichever is later, the Contracting Officer shall immediately suspend performance pending the resolution of the protest within the agency, including any review by an independent higher official, unless continued performance is justified. The HCA may authorize contract performance, notwithstanding the protest, based on a written finding that:

- (i) contract performance would be in the best interest of the United States, or
- (ii) urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision.

#### IV. REMEDIES:

The protest decision authority may grant one or more of the following remedies:

- (1) terminate the contract, (2) re-compete the requirement, (3) issue a new solicitation,
- (4) refrain from exercising options under the contract, (5) award a contract consistent with statutes and regulations, (6) amend the solicitation provisions which gave rise to the protest and continue with the procurement, (7) such other remedies as the decision-maker may determine are necessary to correct a defect.

## L.4 PROPOSAL REQUIREMENTS

USPTO will utilize a two-step – “PTAG” (Patent and Trademark Office Acquisition Guidelines) Source Selection Process. PTAG allows PTO to replace “full and open competition” with “maximum reasonable competition and fairness.” This allows an alternative streamlined contracting approach. The PTAG was published in the 2003 Federal Register (<http://www.gpoaccess.gov/fr/index.html>), search on “PTAG”. This procurement is using a modified alternative streamlined contracting approach.

Step 1, Offerors must provide the information requested to support meeting the minimum requirements and additional information regarding experience and past performance on similar projects, qualifications, and experience of key personnel, Offerors’ resources and pricing. The USPTO will evaluate the Step 1 submissions to identify those proposals that are the most highly rated and/or establish the competitive range. The RFP may establish a pre-set number of firms for the competitive range (no more than 5). However, the USPTO reserves the right to proceed with an award directly after the review of Step 1 submissions. If the USPTO decides to hold oral presentations with those vendors in the competitive range, they will participate in Step 2 of the selection process. There may be a call for BAFO pricing. However, the USPTO reserves the right to then hold discussions with only the top ranked offeror(s).

Offerors are required to submit and original and four (4) copies of the following in response to Step 1:

- A. Technical/Management/Past Performance Experience
- B. Pricing
- C. A completed Section K (Certifications and Representations)



Proposals shall be submitted as two volumes, with the Technical Proposal, Management Proposal, and Past Performance (A) submitted as volume one and the Price Proposal and Certifications/Representations (B&C) submitted as volume two.

#### A. Technical/Management/Past Performance Experience

The Technical/Management/Past Performance Experience Proposal shall not exceed thirty (30) pages in length and shall include your approach to meeting the requirements of the Government as described in the statement of work. Specifically, the Offeror shall address their overall approach to all facets of data quality management and records management. The Offeror shall discuss their approach and tools for identifying and resolving data anomalies, qualitative, and quantitative data quality measures, and maintaining and enterprise data quality methodology and environment. The Offerors should also address their approach to performing independent research on a variety of data quality and records management software and hardware components that would be utilized in the USPTO's data management and records management organization.

**THE GOVERNMENT PLANS ON A PERFORMANCE BASED CONTRACT. THEREFORE, IN THE OFFERORS TECHNICAL PROPOSAL, EACH OFFEROR MUST ADDRESS AND PROVIDE SPECIFIC SUGGESTED PERFORMANCE MEASURES UNDER THESE THREE AREAS: 1) QUALITY, 2) SCHEDULE, 3) COST. THESE SHOULD BE ADDRESSED IN THE FORM OF MONETARY INCENTIVES AND DISINCENTIVES.**

The Offeror shall address their approach to accessioning, management of agency information collection requests under the Paperwork Reduction Act, federal records scheduling, their approach to their use of records management software tools, and their approach to records management software training.

- The Technical Plan shall not exceed ten (15) pages in total.
- The Management Plan shall not exceed ten (10) pages in total inclusive of all Offeror attachments. A one (1) page executive summary (optional) shall not be considered part of the total ten (10) page limit. The management portion of the proposal must include, at a minimum:
  1. Brief history of the Company including infrastructure, resources and strategic plans;
  2. Specific management plan for the contract;
  3. Technical resources and expertise necessary to provide support for the contract;
  4. Offeror shall identify and describe the principal support office for the program and the total number of employees to be assigned to this program, including any applicable teaming or subcontracting arrangements. An organizational chart depicting the layout of the proposed support office structure shall be provided. If teaming is to be used, Offeror shall describe the plan to manage the teaming arrangement (not part of ten (10) page limitation) and shall include copies of teaming agreements.
- Past Performance and Experience.

The Past Performance Statement shall not exceed five (5) pages in total inclusive of all Offeror references. This description must include, at a minimum:

1. Experience in managing and performing similar size requirements;

This section shall demonstrate the Offeror's experience and ability to provide skilled personnel and ability to manage requirements, which are the same, or similar to those addressed in the Section C of the RFP.

2. List of current or previous contracts; (excluded from five (5) page limitation)

3. In addition to the information required in (1) and (2) above, the offeror is required to provide for completion those reference designated, the Past Performance Questionnaire, found in Section J, Attachment 11, to this solicitation.

Any information found to be unreliable may result in a negative rating to the offeror. If a prime contractor is not able to provide three (3) references, the offeror shall certify that the references provided are all of the references available as of the date of submission. False information provided concerning references or offeror certifications will result in the USPTO not considering an



offeror for award of any resulting contracts. If an offeror cannot provide requisite number of references, a certification so stating is required.

Notes:

\* The USPTO reserves the right to determine which contracts submitted by the Offeror is relevant to the requirements and to utilize only those references.

\* In the conduct of its past performance evaluation of Offerors, the USPTO may use a variety of information sources in addition to information provided by the Offeror. These sources may include, but are not limited to, technical reports, commercial or any available published information, and information derived from present or past Government or commercial customers of the Offeror. The USPTO may use past performance information obtained from sources other than those identified by the Offeror. Those Offerors who have no relevant past performance history will not be evaluated either favorably or unfavorably on past performance.

\* By providing the USPTO the above contacts, the Offeror is certifying that it has contacted the referenced individuals and given permission for the USPTO to contact said individuals. In the event that USPTO cannot contact the referenced individuals within a reasonable time frame, the past performance reference may not be considered.

## B. Price

Offerors shall complete the price charts in Section B that includes the labor categories listed in Section B of this RFP. All labor categories identified shall include a burdened hourly rate and a the offerors position title of that labor category. Labor rates shall be costed as 'Off-Site' with the Offeror providing space, equipment, supplies, cell phones and any other resources necessary to provide support under the contract.

## C. Certifications and Representations.

The Certifications and Representations provided in Section K of this solicitation shall be completed and provided with your proposal.

## L.5 QUESTIONS AND RESPONSES

Any questions should be emailed to Anice Ogden at [anice.ogden@uspto.gov](mailto:anice.ogden@uspto.gov) within 7 calendar days of issuance of the RFP. Title your subject line with the RFP number 52-PAPT-3-01011. Responses will be posted on the web.

## L.6 SUBMISSION REQUIREMENTS

All proposal documents shall be submitted as outlined below:

- paper form (one original and four copies) on white, untextured paper;
- one copy on a 3.5", high-density diskette or CD formatted for Microsoft Office 97 (or newer) and formatted for 8 1/2" by 11 " single-spaced print;
- page margins shall be one (1) inch on all sides;
- the type for all proposal documents (including charts and graphs) shall be black;
- the font shall be Times New Roman 12 pt; and,

Failure to submit proposals in compliance with these requirements may result in a determination that the proposal is non-compliant, which may eliminate the proposal from further consideration.

Submission of proposals, modifications or withdrawals of proposals shall not be accepted by facsimile or E-mail. Documents shall be delivered as a single package and be marked with the Solicitation No. 52-PAPT-3-01011 on the outside of the package.

**All proposal documents shall be received no later than 2:00 p.m., Eastern Standard Time (EST), Wednesday, October 1, 2003.**

IMPORTANT: Depending on the mode of delivery, Offerors' responses should be addressed as follows:

U.S. Postal Service	Handcarried, Courier, or Non-USPS Mail Service
U.S. Patent and Trademark Office	U.S. Patent and Trademark Office
Attn: Anice Ogden	Attn: Anice Ogden
Office of Procurement	Office of Procurement
Box 6	2011 Crystal Drive, Suite 810
Washington, DC 20231	Arlington, VA 22202

When proposals are hand-carried or sent by courier service (non-UPS), the Offeror assumes the full responsibility for insuring that the proposals are received by the date and time specified above.

## L.7 INCUMBENT CONTRACTOR

This requirement breaks away two tasks from an existing ITPA (Information Technology Product Assurance) contract. The incumbent for this contract is Galaxy Scientific Corporation.

## L.8 INCURRING COSTS

The USPTO shall not be obligated to pay any cost incurred by the Offeror in the preparation and submission of a proposal in response to the solicitation. The Offeror is advised that the Contracting Officer is the only person who can legally obligate the USPTO for the expenditure of public funds in connection with this procurement.

## L.9 INVITE AND RECEIVE OFFEROR'S SUBMISSIONS

Offerors who wish to respond to the USPTO's needs as outlined in the RFP shall submit all documents as defined in Sections L.4 and L.6. Offerors shall submit statutorily required Certifications and Representations for review by the USPTO (See Section K). All incomplete and/or non-compliant proposals may be removed from consideration and the Offeror notified. Offerors who fail to submit the requested information as detailed in Section L of the RFP by the proposal due date will not be considered for further evaluation.

## L.10 NEWS RELEASES

Offerors shall make no news releases pertaining to the solicitation or subsequent contract award without prior agency approvals and then only in coordination with the Contracting Officer.

## L.11 PERIOD FOR ACCEPTANCE OF OFFERS

In compliance with the solicitation, the Offeror agrees, if this offer is accepted within 180 calendar days from the date specified in the solicitation for receipt of proposals, to furnish any or all items upon which prices are bid.

## SECTION M -- EVALUATION FACTORS FOR AWARD

### M.1 "BEST VALUE" DETERMINATION AND CONTRACT AWARD

The USPTO will make a best value determination across all eligible proposals. In making this determination, the USPTO is more concerned with obtaining superior technical, management, and past performance features than with making an award at the lowest overall price to the USPTO. However, the USPTO will not award a contract at a significantly higher overall price to achieve slightly superior technical quality, management services, or past performance. Additionally, USPTO reserves the right to award a contract at a higher overall price for significantly superior technical, management and past performance. As proposals become more equal in their technical, management, past performance/experience the evaluated price increases in relative importance.

### M.2 BASIS OF CONTRACT AWARD

The basis for award of a contract as a result of the RFP will be an integrated assessment by the USPTO based on the evaluation factors described below. Award will not be automatically determined by numerical calculation or formula.

Award of the contract will be made to the responsive, responsible Offeror whose proposal, including all options, contains the combination of technical, management, past performance, and price factors offering the best overall value to the USPTO. This will be determined by comparing differences in the value of technical, management, and past performance features with differences in price to the USPTO. USPTO shall determine what tradeoff among technical, management, past performance, and price promises the greatest value to the USPTO. The weighting of these factors is listed in section M.3.C below.

To be eligible for source selection and contract award, the Offeror shall meet the following conditions:

- \* Determined to be responsible according to the standards of FAR Subpart 9.1
- \* Complies with all applicable laws and regulations and agrees to terms and conditions set forth in the solicitation
- \* Proposal is prepared according to instructions set forth in the solicitation and demonstrates the Offeror's capability to perform the scope of work required. Proposals that are not complete at submission will not be considered further.
- \* Meets all needs set forth in Sections C
- \* Provides the best overall value to the USPTO as represented by a combination of management, past performance, technical, and price factors

### M.3 EVALUATION PROCEDURES

This acquisition is being conducted in accordance with "PTAG" the new Patent and Trademark Office Acquisition Guidelines. This allows the PTO to replace "full and open competition" with "maximum reasonable competition and fairness." This allows an alternative streamlined contracting approach.

The USPTO will use a modified alternative streamlined contracting approach to the evaluation process described in the following paragraphs for proposals received in response to this solicitation. The USPTO

will evaluate and make award to the offeror providing the optimum services and capability to the Government. The USPTO will evaluate offers based upon the evaluation criteria provided below:

A. Technical/Management Approach/ Past Performance

The USPTO will evaluate the quality, completeness, responsiveness, relevance, and credibility of overall program organization and proposed technical and management approach as described in section L.4.A.

The USPTO will utilize past performance information submitted in response to the Solicitation as described in section L.4.A. Additionally, in the conduct of its evaluation of offeror's proposal, the USPTO may use a variety of information sources in addition to information provided by the offeror. These sources may include, but are not limited to, technical reports, commercial literature, and contact with present or past Government or commercial customers of the offeror. The USPTO may use past performance information obtained from sources other than those identified by the offeror. Additionally, past performance information obtained will be used to determine offeror's responsibility. The USPTO will examine the following elements in evaluating the offeror's Past Performance:

- Relevance of the offerors past experience; and,
- Quality of the offerors past experience and performance.

B. Price

The USPTO will examine the offeror's Price .

C. Weighting of Proposal

Technical proposals, including any oral presentation, are more important than Past Performance. These, combined, are more important than Price.

## M.4 SINGLE AWARD

Multiple awards or awards by line item will not be made.

## M.6 UNBALANCED OFFERORS

The USPTO reserves the right to reject an offer if it is materially unbalanced as to prices, and it is determined that award of such an offer would not result in the lowest overall price to the USPTO, or may otherwise be improper. An offer is unbalanced when it is based on prices significantly less than the cost for some items and prices, which are significantly overstated for other items.